

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BOARD OF TRUSTEES OF COMMUNITY-TECHNICAL COLLEGES**  
On behalf of Naugatuck Valley Community College

**AND**

**DEPARTMENT OF CHILDREN AND FAMILIES**  
On Behalf of Riverview Hospital

### **SECTION I - STATUTORY AUTHORITY**

#### A. Board of Trustees of Community-Technical Colleges

Section 10a-72 of the Connecticut General Statutes ("C.G.S.") authorizes the Board of Trustees for the Community-Technical Colleges (the "Board") to administer the constituent unit colleges and direct the expenditure of college funds within the amounts available. Board policy provides appropriate executive signature authority to the Board Office of the Board of Trustees of Community-Technical Colleges president and designated members of Naugatuck Valley Community College (College) management to enter into such contractual agreements, as may be necessary for the discharge of their respective duties, to effectuate the decisions, policies and programs of the Board and the Chancellor as they relate to the College.

#### B. Department Of Children and Families

Section 4-8 of the Connecticut General Statutes ("C.G.S.") authorizes the Commissioner of Children and Families to enter into contracts, in accordance with established procedures, as may be necessary for the discharge of her duties. C.G.S. § 17a-1 et seq. establishes the Department of Children and Families ("DCF") with the responsibility to plan, create, develop, operate or arrange for, administer and evaluate a comprehensive and integrated state-wide program of services, including preventive services, for children and youth whose behavior does not conform to the law or to acceptable community standards, or who are mentally ill, emotionally disturbed, substance abusers, delinquent, abused, neglected or uncared for. C.G.S. § 17a-6 further authorizes the Commissioner or the Commissioner's designee to contract for related services and provides all other powers and duties as are necessary to administer the Department and implement its statutory purposes. Riverview Hospital for Children and Youth is a children's psychiatric hospital under the jurisdiction of the Department.

#### C. Purpose

It is the intent of Naugatuck Valley Community College (College) and the Department of Children and Families (Contractor) to participate in the education of nursing students at the level of higher education to the end that academic credit and academic degrees, as appropriate, may be granted by the College to the students upon completion of a planned educational program including clinical experience at the Contractor and Riverview Hospital.

### **SECTION II – DESCRIPTION OF SERVICES**

#### Naugatuck Valley Community College responsibilities

1. Planning of Educational Program: The College shall be responsible for the planning, implementation and execution of all educational aspects of the Program, including the requirements for matriculation, promotion and graduation.
2. Philosophy and Objectives of the Program: The College shall convey to the Contractor's personnel information about the philosophy and objectives of the Program.

3. Instruction and Supervision: The College shall provide instructors for teaching and supervision of students assigned to the Contractor for clinical experience. The College shall have responsibility for planning and scheduling of the student assignments and for making all individual assignments; however, the College shall notify the Contractor in advance of its planned schedule of student assignments to clinical areas including the dates, number of students and instructors, and types of experience. This schedule shall require approval of the Contractor. It is mutually understood that patient welfare must take first priority. The College shall provide faculty for the purpose of tracking student progress and for consultation with the Contractor is necessary. The faculty shall be solely responsible for assigning a final course grade to the student.
4. Notification of Program Requirements: The College shall submit to the Contractor, at least thirty (30) days prior to commencement of the Program, a description of the types of clinical experiences needed; the dates during which such experiences will be needed; the number of students expected to participate in the Program; and the names, professional credentials, and evidence of current licensure of faculty who will supervise the students. The College shall inform the Contractor as soon as practicable of any changes in information previously provided to the Contractor regarding the Program.
5. Confidential Information: The College shall instruct its students, faculty and College personnel to comply with the Contractor's policies regarding the safeguarding of confidential information and advise them not to disclose any confidential material or information connected with the Contractor or any of its clients in violation of such policies.
6. Withdrawal: The College shall withdraw any student or instructor from the clinical area when the student or instructor is unacceptable to the Contractor for reasons of health, performance, or any other reasonable causes.
7. Insurance: During the term of this agreement, the College shall maintain professional liability insurance covering each student for his or her acts or omissions while participating in student curriculum activity at the Contractor.
8. Accommodations for Personal with Disabilities: In the event that a student or instructor requests accommodations for a disability in addition to those accommodations that are then available at the Contractor, if the College determines that such additional accommodations should be provided, the College shall be responsible for making any arrangements necessary to provide those additional accommodations.
9. Health of Students and Instructors: The College shall advise the students and instructors that they must provide the Contractor with evidence that they meet the contract's requirements for immunization [which requirements may include rubella, history of measles or blood titer, annual PPD test, history of chicken pox or blood titer, and tetanus booster within ten (10) years] and that they have received the hepatitis B vaccine (or provides a written statement of refusal as required by the Contractor policy). The College shall advise its students that they will be required to provide the Contractor with evidence that they have completed a satisfactory physical exam. The Contractor may refuse to accept for participation in the Program any student or instructor for whom satisfactory evidence of health status and immunization history has not been provided.
10. The College shall inform all students and instructors who will have patient contact that they are required to submit to child protective services and criminal background checks conducted by the Contractor. The College shall obtain all necessary releases for such checks from students and instructors. The College acknowledges that the Contractor may refuse to allow participation in the program by any individual whose background check is not acceptable to the Contractor.

#### Department of Children and Families responsibilities

1. Clinical Experience: The Contractor shall accept, in accordance with the terms of this agreement, students from the College for participation in a clinical experience (the "Program").
2. Orientation for Students: The contractor shall provide orientation for students instructors regarding Contractor policies, procedures, and rules and provide updates during the year as it relates to policies, procedures, and rules. The Contractor shall inform the College of information shared in orientation.
3. Background Checks: The Contractor shall conduct a criminal and child protective services background check for all participating students and instructors with patient contact. The Contractor retains the right to refuse to accept any individual whose background check is not acceptable to the Department.
4. Equipment and Use of Facilities: The Contractor shall provide equipment and supplies necessary for the administration of care by the students, space for conferences connected with the students' clinical instruction, and a locker room or equivalent space for use by students and instructors. Students and instructors may use the Hospital's cafeteria while participating in the Program, at their own expense.
5. Emergency Medical Care: The Contractor shall facilitate an emergency medical response for those students and instructors who become ill or who are injured while on duty at the Contractor. The cost of such care shall be the responsibility of the individual receiving it.
6. Evaluations: Appropriate Contractor personnel shall meet at least once each year with the College's program department head for the purpose of evaluating the Program.
7. Students and Instructors Not Employees or Agents: The parties hereby acknowledge and agree that neither the students nor the faculty shall be considered employees or agents of the Contractor.

#### **SECTION III – COST AND SCHEDULE OF PAYMENT**

There is no cost associated with this Agreement.

#### **SECTION IV – CONTRACT PERIOD**

1. Term and Termination Agreement: This Agreement shall be effective January 1, 2011 and shall continue in effect for three (3) years to December 31, 2013. Thereafter, if permitted by applicable law, this Agreement may be renewed for successive one-year terms by the mutual written consent of the parties. Either party may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to the other party.
2. Governing Law: The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut with regard to its principles of conflicts of laws, and any questions arising under this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.
3. Prohibition Against Assignment: This Agreement may not be assigned by either party without the written consent of the other party.
4. Notices: Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the

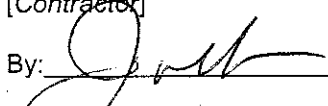
Contractor or the College at the addresses set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Contractor:  
Attention: Internship Program  
DCF Training Academy  
505 Hudson Street  
Hartford, CT 06106

If to the College:  
Attention: President  
Daisy Cocco De Filippis  
Naugatuck Valley Community College  
750 Chase Parkway  
Waterbury, CT 06708

**IN WITNESS WHEREOF**, the parties here to have executed this Agreement as of the date first written above.

[Contractor]

By:  \_\_\_\_\_

Name: Joette Katz

Title: Acting Commissioner

Date: 1/10/11

[College]

By:  \_\_\_\_\_

Name: Daisy Cocco De Filippis

Title: President

Date: 1/25/11